

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT**



**REQUEST FOR COMPETITIVE SEALED PROPOSALS
(RFCSP)**

**FY2021 Pavement Preservation Package 1 – Crack Seal Task Order Contract
RFCSP: #PW093020ACP**

**Release Date: September 30, 2020
Proposals Due: October 30, 2020; 2:00 PM Central Time (CT)**

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFCSP entitled "Restrictions on Communication".

TABLE OF CONTENTS

Section	Page Number
I. BACKGROUND.....	3
II. SCOPE OF WORK AND GENERAL REQUIREMENTS.....	3
III. SCHEDULE OF EVENTS.....	4
IV. PRE-SUBMITTAL CONFERENCE.....	5
V. PROPOSAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA.....	5
VI. SUBMISSION INSTRUCTIONS.....	10
VII. AMENDMENTS TO RFCSP.....	10
VIII. RESTRICTION ON COMMUNICATIONS.....	10
IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS.....	11

ATTACHMENTS

General Conditions	Exhibit A
General Wage Decision Number TX20200007 01/03/2020	Exhibit B
Payment and Performance Bond Templates	Exhibit C
SBEDA Ordinance Contract Provisions	Exhibit D
Insurance Requirements	Exhibit E

Forms for Submittal with Statement of Qualifications:

Submittal Checklist and Table of Contents	Form 1
---	--------

Required Forms (to be submitted in separate packet):

Submittal Cover/Signature Sheet	Form 2
Contracts Disclosure Form	Form 3
Litigation Disclosure Form	Form 4
SBEDA: Subcontractor/Supplier Commitment Form	Form 5

FY2021 PAVEMENT PRESERVATION PACKAGE 1 - CRACK SEAL TASK ORDER CONTRACT (RFCSP: #PW093020ACP)

I. BACKGROUND

The City of San Antonio's (City) Public Works Department (Public Works) is seeking qualifications and Requests for Competitive Sealed Proposals (RFCSP) from qualified firms to provide construction services for the **FY2021 Pavement Preservation Package 1 - Crack Seal Task Order Contract** Projects.

As part of the Public Works continuing efforts to expedite project delivery and completion of infrastructure projects citywide, Public Works will be utilizing the construction services of one contractor on an as needed basis through the use of Task Order Contracts.

II. SCOPE OF WORK AND GENERAL REQUIREMENTS

This Task Order Contract includes, but is not limited to, cleaning and sealing joints and cracks in streets, and any other work required as specified in this RFCSP for the completion of the assigned projects located throughout the City.

Plans and Specifications of the Construction Documents: Documents may be downloaded on the CivCast website at <https://www.civcastusa.com/bids>. Answers by Consultant and/or City shall be posted on the CivCast website or given in writing to all prospective Respondents in Addendum form to this solicitation. All provisions and requirements of such issued addenda shall supersede or modify affected portions of the Specifications. All addenda shall be made a part of the Project's Contract Documents. No other explanation or interpretation, with regard to provisions and/or requirements shall be considered official or binding upon City. Addenda shall be posted on the CivCast website at <https://www.civcastusa.com/bids>, along with the Project solicitation documents. Respondent understands and agrees that Respondent is responsible for obtaining all issued Addenda and adhering to all requirements in any issued Addenda. City shall not be responsible for incorrect information obtained through other sources.

Contract Period and Terms: This Task Order Contract shall take effect on the date approved by the San Antonio City Council (Effective Date) and continue in full force and effect for **12-months/365 calendar days** from Effective Date (Initial Term) unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

Upon the earlier of the 12-month anniversary of the Effective Date or the expenditure of the contract sum apportioned to the Initial Term, the Director of the Public Works Department, with no further City Council action, is authorized, in his/her sole discretion, to renew this Contract for one additional Twelve (12) month term (Second Term). No later than **forty-five (45)** days prior to the expiration of the Initial Term or the expenditure of **eighty (80%)** of the contract sum apportioned to the Initial Term, the City may issue Contractor a written notice informing Contractor of the City's decision with regard to exercising its option for an extension to the Contract for an additional 12 month term. The Initial Term and the Second Term of the Contract shall be considered separate and individual terms and a specific contract sum shall be apportioned to each such term.

Contract Budget: The estimated budget for each contract term is **\$495,000.00 per contract term** and \$495,000 for the 2nd contract year (if contract is extended). The total estimated budget is \$990,000.00 for the two contract terms.

Unit Price Task Order Contract: The Respondent acknowledges that this is a unit price contract; that unit prices established will remain in effect and valid throughout the duration of the contract; the quantities shown are estimated quantities for budgetary purposes only; the award of this contract does not guarantee contractor the entire work shown in this solicitation; City may order all, some, or none of the work shown in this solicitation; and projects will be assigned as become available. This project **does not** include hazardous environmental work. This project requires **0** project sign(s).

Liquidated Damages for Delay in Substantial Completion and Final Completion:

It is understood and agreed that any work issued under each contract term is to be substantially **completed on or before the 12-month term/365 calendar days.**

The awarded Respondent will be expected to begin construction in accordance with Article XVII.1 Issuance of Task Orders in the General Conditions City of San Antonio Construction Contracts. In the event the awarded Respondent fails to achieve Substantial Completion and/or Final Completion of the Project by the dates established for Substantial Completion and /or Final Completion, Respondent hereby accepts and agrees it shall pay the City the sum indicated on the table below for each and every calendar day of unexcused delay in achieving the Task Order Substantial/Final Completion beyond the Substantial

Completion/Final Completion dates. Any sums due and payable hereunder by Respondent shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages sustained by City, estimated at the time of executing the Contract. Such Liquidated Damages shall apply regardless of whether Respondent has been terminated by City prior to Substantial Completion, so long as Respondent's actions or inactions contributed to the delay. Such Liquidated Damages shall be in addition to and not in preclusion of any recovery of actual damages resulting from other defects in Respondent's performance hereunder for matters other than delays in Substantial Completion/Final Completion.

When City reasonably believes that Substantial Completion/Final Completion will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Respondent an amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when Respondent overcomes the delay in achieving Substantial Completion/Final Completion, or any part thereof, for which City has withheld payment, City promptly shall release to Respondent those funds withheld but no longer applicable as Liquidated Damages.

The Liquidated Damages are displayed in the following table:

Contractual Milestone	Contractual Milestone Description and Requirements	From	To	Liquidated Damages
1	Substantial Completion	Task Order NTP	As Specified in Task Order	\$360.00 per day
2	Final Completion	Substantial Completion	30 Calendar Days	\$275.00 per day

Wage & Labor Standard Provisions & Prevailing Wage Rates: The awarded Respondent shall comply with City Ordinance Number 2008-11-20-1045, concerning Wage and Hour Labor Standard Provisions for City of San Antonio Construction Projects (amending City Ordinance Number 71312). This is a Public Works Contract and Chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for work of a similar character in this locality shall be paid to all laborers, workmen and mechanics employed in the construction of this Project. This prevailing wage requirement includes overtime regulations. Respondent shall refer to the General Wage Decision Number **TX20200007 01/03/2020**, attached hereto, incorporated by reference herein and labeled as **“Exhibit B”**.

Payment and Performance Bond Requirement: Under the “Special Conditions for Task Order Contracts” section of the City’s General Conditions, section “1.6 Article XI.3 Performance Bonds and Payment Bonds” states “Unless otherwise stipulated by City, Payment and Performance Bonds are required for entire Task Order Contract Sum. City may elect at time of solicitation to stipulate other bonding requirements.” **For this solicitation the City requires the successful Respondent to submit Performance & Payment Bonds for the entire Task Order Contract Sum established for a particular term**, in accordance with the provisions of Chapter 2253 of the Texas Government Code required for this Project have been attached hereto, incorporated by reference herein and labeled as **“Exhibit C”**.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project:

Pre-Submittal Conference:	October 16, 2020 at 1:00 PM, CT
Deadline for Submission of Written Questions:	October 23, 2020 at 4:00 PM, CT
Responses Due:	October 30, 2020 at 2:00 PM, CT
Evaluation of Proposals - (Interviews, if necessary)	December 2020 – (December 2020)
Anticipated City Council Consideration	February 2021/March 2021

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled, for **October 16, 2020, at 1:00 PM (CT)**. The Pre-Submittal Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

Join by phone: 1-415-655-0001

Meeting number (access code): 133 741 7196

Meeting password: EWwQPHRC367

Join meeting: <https://www.webex.com/>

Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Respondents who join the WebEx Pre-Submittal Conference are highly encouraged to email the solicitation's point of contact person confirming Respondent attendance and participation through the WebEx.

Respondent is encouraged to submit written questions concerning this RFCSP through the CivCast website at least five (5) calendar days in advance of the Pre-Submittal Conference, in order to expedite the proceedings.

City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference, as well as being posted on the CivCast website at <https://www.civcastusa.com/bids>.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain City's official responses to issues raised during the Pre-Submittal Conference and posted on the CivCast website at <https://www.civcastusa.com/bids>.

Any oral response given at the Pre-Submittal Conference that is not confirmed in the posted written summary from the Pre-Submittal Conference or in a subsequent addendum shall not be official or binding on City. Only written responses shall be official. All other forms of communication with any officer, employee or agent of City shall not be binding on City.

V. PROPOSAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFCSP within 45 days of receiving the proposals. City may appoint a selection committee to perform the evaluation(s) of the received proposals. Each proposal received by City shall be analyzed to determine overall responsiveness and qualifications to the RFCSP. The selection committee may select all, some or one of the Respondents to move forward to the interview phase of the evaluation process. If City elects to conduct interviews, Respondent may be interviewed and re-scored based upon these same criteria or other criteria, to be determined by the selection committee.

Respondent's proposal shall include the following items included in the Submittal Checklist & Table of Contents in the following sequence combined in PDF format:

1. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #1) (Indexed and labeled as "Tab 1")** – Respondent shall complete this form, which shall be used as the Table of Contents and as a checklist for Respondent's submittal.
2. **EXECUTIVE SUMMARY (Indexed and labeled as "Tab 2")** – Respondent shall include a one (1) page Executive Summary at the beginning of the Statement of Qualifications. Respondent's Executive Summary shall state the number of years Respondent's team has been in business, Respondent's number of years in business in its local office, Respondent's local office address and the number of employees employed in Respondent's local office.
3. **LETTERS OF REFERENCE (required) (Indexed and labeled as "Tab 3")** – Respondent shall provide a maximum of five (5) letters of reference including contact information.
4. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative document, as outlined in the **Statement of Qualifications** below, addressing all evaluation criteria in **Section V** of this RFCSP considering the project defined in this solicitation. Sufficient information regarding Respondent's past projects and key personnel's experience shall be provided in Respondent's proposal to indicate its team has met or exceeded the minimum qualifications provided in **Section V** of this RFCSP in proposal.

City shall conduct a comprehensive, fair and impartial evaluation of all proposals received, in response to this RFCSP. It currently is anticipated City shall appoint and utilize a selection committee to perform said evaluation.

The following Evaluation Criteria shall be used for selecting and recommending Respondent for award of this Contract:

A. Experience, Background, Qualifications of Firm, Key Personnel, and Key Sub-Consultant (25 Points)

Respondent shall respond to the following items, as related to Scope of Work:

1. Experience (Indexed and Labeled as “Tab 4”) – City shall consider the relevance of past experience of Respondent. Respondent shall provide a narrative, on (1) page, describing the Respondent’s qualifications, as related to the referenced scope of services in this solicitation.

2. Project Sheets (Indexed and Labeled as “Tab 5”) – Respondent’s proposal shall include a maximum of three (3) project sheets, limited to one (1) page for each project included, which shall describe similar construction projects Respondent has completed within the last five (5) years. Each project sheet shall include the following:

1. Name and description of the completed project, including any similarity to the Project’s scope of work defined in this solicitation;
2. Respondent’s role in the cited project;
3. Project Manager;
4. Superintendent;
5. Cited project’s proposed completion date and the actual completion date achieved (explain inconsistencies);
6. Cited project’s owner’s name and the name of the representative (if different) who served as the day-to-day liaison for the cited project, in the following format:
 - a. Name of Owner: _____
 - b. Name of Owner’s representative: _____
 - c. Representative’s Phone Number: _____
 - d. Representative’s E-mail: _____

3. Proposed Key Personnel/Organizational Chart (Indexed and Labeled as “Tab 6”) –Provide a detailed organizational chart of Respondent’s proposed team, identifying key personnel who will be committed to work on the various tasks for this Contract.

Label assignments as:

- Project Manager
- Superintendent
- Safety Coordinator
- Chief Estimator

4. Resumes (Indexed and Labeled as “Tab 7”) – Respondent shall submit one (1) page resumes for all its key team members. Resumes should link to project sheets and also may include additional previously completed relevant projects not highlighted in the project sheets.

Resumes also shall include:

- The license type (if applicable) and number of years licensed
- Number of years employed with the firm
- Number of years’ experience in proposed role corresponding to the assignments included in the organizational chart

B. Understanding of the Project and Construction Management Plan (25 Points)

Respondent shall describe its understanding of the Project and specific issues and challenges Respondent likely sees shall be involved, as well as the availability of labor resources (Respondent’s capacity to perform) in executing the scope of work required. Respondent shall submit information in a brief narrative plan clearly and concisely describing the challenges it foresees and its approach to managing the Project.

1. Project Understanding (Indexed and Labeled as “Tab 8”)

Respondent shall limit its response to the following items to one (1) page:

- Describe Respondent’s understanding of the primary objectives of the Project; and
- Describe the constraints and technical challenges related to design and construction Respondent foresees and Respondent’s approach to addressing each.

2. Construction Management Plan (Indexed and Labeled as “Tab 9”)

Respondent shall limit its response to the following items to a total of one (1) page:

- Describe Respondent’s project management approach and team organization, for the provision of the services outlined in this solicitation;
- Describe Respondent’s Quality Control/Quality Assurance process, approach and capabilities to maintain quality control of the construction documents and construction;
- Describe Respondent’s approach to managing the quality of Subcontractors;
- Describe Respondents ability to coordinate work with all Project stakeholders;
- Describe Respondent’s approach to assuring timely completion of construction, including methods for schedule recovery, if necessary.

C. Experience with San Antonio Region Issues and Past Experience with the City of San Antonio (10 Points) (Indexed and Labeled as “Tab 10”)

The City is interested in evaluating Respondent’s team (including Sub-consultant(s), if applicable) experience with local processes and practices, as may be evidenced by work in San Antonio and/or the surrounding area, during the past five (5) years. In narrative form, using a maximum of one (1) page for Respondent’s response and one (1) page for Sub-consultant(s) response, if applicable, briefly describe Respondent’s team experience in the following areas. (Note: You may reference projects included in the project sheets under Criteria A above but no additional project sheets shall be provided for this criterion, as the response shall be in narrative form.)

- a. Local area construction costs and practices;
- b. Local environmental, conditions and constraints;

D. Price Proposal (20 Points)

City shall evaluate and score the Respondent’s **Price Proposal**. Respondent’s Price Proposal will be entered in the **Bid Form** section of the CivCast website at <https://www.civcastusa.com/bids>. The submitted Price Proposal reflecting the lowest price total including the base proposal, allowances (if any) and all City-accepted alternates (if any) shall receive the maximum twenty (20) points. Refer to price proposal scoring formula and example listed below:

Formula: Lowest price proposal/Firm's price proposal X 20 points = Score

Example:

RESPONDENT:	PROPOSAL AMOUNT (INCLUDING ALLOWANCES AND ALL DEDUCTIVE ALTERNATES):	CALCULATION:	POINTS AWARDED:
A	\$650,000.00	595,000/650,000 x 20	18.31
B	\$625,000.00	595,000/625,000 x 20	19.04
C	\$600,000.00	595,000/600,000 x 20	19.83
D	\$595,000.00	595,000/595,000 x 20	20

E. SBEDA – (20 Points)

ESBE Prime Contract Program - 10 Points
MWBE Prime Contract Program – 10 Points
MWBE Subcontracting Program – 22%

ESBE Prime Contract Program – 10 pts.

Certified ESBE firms (see Emerging Small Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% ESBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points, and

M/WBE Prime Contract Program – 10 pts.

Certified M/WBE firms (see Minority/Women Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

No evaluation criteria points will be awarded to non-ESBE or non-M/WBE Prime Contractors through subcontracting to certified ESBE or M/WBE firms.

Each proposal shall be analyzed, to determine overall responsiveness, and consideration shall be given to a combination of price and other factors, such that City may determine which Respondents’ proposal will provide the best value to City. If City elects to conduct interviews of one or more Respondents, in connection with this solicitation, Respondent(s) shall be notified in writing and an interview date shall be scheduled.

Evaluation Criteria Summary	Maximum Points
A. Experience, Background, Qualifications of Firm, Key Personnel, and Key Sub-Consultants	25
B. Understanding of the Project and Proposed Management Plan	25
C. Experience with San Antonio Region Issues and Past Experience with the City of San Antonio	10
D. Price Proposal	20
E. SBEDA –ESBE and M/WBE Prime Contract Program	20
Total Maximum	100 Points

Required Forms (to be uploaded individually in CivCast):

City will conduct due diligence and analysis of the following required forms:

1. **SUBMITTAL COVER/SIGNATURE SHEET (Form #2)** – Respondent shall include the completed Submittal Cover/Signature Sheet with the other required forms. The Submittal Cover/Signature Sheet shall be signed by a person (or persons) authorized to bind Respondent and the entity/entities submitting the response. Signature pages signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint ventures submittals require signatures from all firms participating in the joint venture. Submitting joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement.

2. **CONTRACTS DISCLOSURE FORM (Form #3)** – Respondent shall complete the form online at: <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>, print a copy of the completed form and include in the packet of required forms. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Discretionary Contracts Disclosure Form.
3. **LITIGATION DISCLOSURE FORM (Form #4)** – Respondent shall complete a Litigation Disclosure form, utilizing additional pages for explanation, if necessary, and submit the completed form. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Litigation Disclosure Form.
4. **SMALL BUSINESS ECONOMIC DEVELOPMENT COMMITMENT FORM (Form #5)** – Respondent shall submit a completed and signed Subcontractor/Supplier Commitment Form indicating Respondent’s firm commitment to satisfy the established (**22%**) subcontracting goal to a M/WBE for this Project. If Respondent believes they cannot meet the subcontracting goal, Respondent must also submit a Waiver Request Form as part of the required forms. The Waiver Request Form may be download at <https://www.sanantonio.gov/SBO/Form>.
5. **PROPOSAL GUARANTEE** – Each Offer Proposal must be accompanied by an original Proposal Guarantee issued by a corporate surety company licensed to conduct business in the State of Texas, in the amount of not less than five percent (5%) of the greatest total amount of Proposal.
6. **PROOF OF INSURABILITY** – Respondent shall submit a copy of its current insurance certificate.
7. **CERTIFICATE OF INTERESTED PARTIES TEC FORM 1295** – Effective January 1, 2016, the City of San Antonio is required to comply with Texas Government Code, Chapter 2252, Subchapter Z, and Section 2252.908 (hereafter referred to as “the Code”). The Code states City shall not enter into a contract with a business entity unless and until the business entity has submitted a Certificate of Interested Parties (Form 1295) to City for filing with the Texas Ethics Commission (TEC). The Form 1295 requirement imposed upon the City applies to **all** contracts:
 - a. Having a value greater than \$50,000
 - b. Requiring San Antonio City Council approval and/or
 - c. Renewals, extensions or amendments requiring the approval of the San Antonio City Council.

TEC has made available on its website the new filing application that must be used by Respondent to file its Form 1295 with City. Respondent shall use TEC’s application to enter the required information on Form 1295 and print a copy of the form containing a unique certification number for that response.

An authorized agent of Respondent then must sign the printed copy of the form. The completed Form 1295 containing the unique certification number then must be submitted with Respondent’s submittal to City, pursuant to this solicitation, to ensure City and Respondent meet the Code requirements.

Form 1295 must be completed on-line by the business entity. It is accessible at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

As a result of this new requirement imposed upon City by the Code, City is requiring all Respondents submitting on each project to complete Form 1295, print a copy showing the unique Certification Number and Date Filed in the Certification of Filing box at the upper right corner of Form 1295 for that submittal, sign it, and submit it with its submitted proposal.

City shall review Form 1295 as part of the Minimum Requirements Review performed upon all proposals received. Deficiencies in or missing Form 1295 shall not be a disqualifying error. Instead, City shall notify a Respondent of any requirements to cure the deficiency and/or to submit/re-submit Form 1295 within two (2) days of notice to remain eligible to be considered for a contract award. City shall include the selected Respondent’s Form 1295 in its package prepared for the San Antonio City Council’s consideration for contract award.

VI. SUBMISSION INSTRUCTIONS

Online proposal submissions will be via CivCast at <https://www.civcastusa.com/bids>. Online submissions will open for submitting proposals on **September 30, 2020, and close on October 30, 2020, at 2:00 PM (CT)**. Follow submittal instructions on <https://www.civcastusa.com/>.

For Proposal Opening/ or reading aloud proposals - proposals will be publicly read aloud online through WebEx meeting at 2:00 PM (CT), on the day the proposals are due. Respondents may join the WebEx using the following instructions:

Join by phone: 1-415-655-0001

Meeting number (access code): 133 340 2419

Meeting password: igGh2mTXA83

Join meeting: <https://www.webex.com/>

Hard Copies, proposals sent by facsimile or email will not be accepted.

Adhere to the following criteria:

- No smaller than 11 point font.
- Be succinct and clear.
- Keep your submittal relevant to the target project.
- Each submittal shall include the sections and attachments in the sequence listed in the **Section V**, Submittal Document Requirements & Evaluation Criteria, with each section divided by tabs and indexed, as indicated in this RFCSP.
- All pages shall be numbered and all sections shall adhere to page limits. If a section does not have a page limit specified; there are not page limits for that section.

To correctly submit a response to this RFCSP, Respondent shall reveal, disclose and state the true and correct name of the individual, proprietorship, corporation and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any) submitting the response. The true and correct name shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

VII. AMENDMENTS TO RFCSP

Changes, amendments or written responses to questions received in compliance with **Section VIII**, Restrictions on Communication herein, will be posted on the CivCast website at <https://www.civcastusa.com/bids>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of its proposal. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with **Section VIII**, Restrictions on Communication, it wishes to receive copies of changes, amendments or written responses to questions by mail or facsimile.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in this RFCSP and all changes to this RFCSP – if any – shall be made by City only in writing.

VIII. RESTRICTION ON COMMUNICATIONS

Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

As used herein, City Official is defined as the Mayor; members of City Council; Municipal Court Judges and Magistrates; City Manager; Deputy City Manager; City Clerk; Deputy City Clerk; Assistant City Clerk; Assistant City Managers; Assistants to City Manager; all City department heads and assistant department heads; Internal Auditor and Assistant Internal Auditors; Compliance Auditor; Assistant to City Council; Assistants to City Council, including contract personnel; Assistant to Mayor; Assistants to the Mayor, including contract personnel; Executive Secretaries; Public Utilities Supervisor; members of bid committees; members of the Historic and Design Review Commission; Zoning Commission; and members of any board or commission that is more than advisory in nature.

Exceptions to the restrictions on communication with City employees include:

1. Respondent may ask verbal questions concerning this RFCSP at the Project's Pre-Submittal Conference.
2. Respondent must submit questions concerning this RFCSP through the CivCast website at <https://www.civcastusa.com/bids> until **4:00 PM (CT) on October 23, 2020**. Questions received after the stated deadline shall not be answered.

Questions must be sent to the CivCast website at: <https://www.civcastusa.com/bids>

3. Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3932 or by e-mail at SBEDAdocs@sanantonio.gov.
4. This exception to the restriction on communication does not apply to the Small Business Office during the solicitation period. After the solicitation closing date, there is no contact permitted to the Small Business Office regarding this solicitation.
5. Respondent shall provide responses to any questions asked of it by City's Staff Contact Person and/or his/her designee about City's SBEDA Program both before and after responses are received and opened. During the interview stage of this selection, if any, verbal questions to Respondent and Respondent's answers and explanations shall be permitted. If interviews are conducted, Respondent shall not bring lobbyists. City reserves the right to exclude any persons from such selection committee meetings/interviews as it deems in City's best interests.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFCSP.

- A. A Contract, if awarded, shall be awarded to a Respondent whose proposal is deemed most advantageous to City, as determined by the selection committee and upon the approval by the San Antonio City Council.
- B. City may accept any proposal in whole or in part. If subsequent contract negotiations are conducted, such negotiations shall not constitute a rejection or alternate RFCSP on the part of City. However, final selection of a Respondent is subject to San Antonio City Council approval.
- C. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFCSP and to waive informalities and irregularities in any proposal received. City also reserves the right to terminate this RFCSP, reissue a subsequent solicitation and/or remedy technical errors in the RFCSP process.
- D. By executing the Submittal Cover / Signature Sheet, Respondent agrees to be bound by the terms therein. Respondent acknowledges it has received all Addenda and agrees to be bound by the terms, conditions and requirements of this submitted proposal, all documents listed in the RFCSP Submittal Checklist and Table of Contents, the enabling City Ordinance and all of the associated documentation that form the entire Contract to which Respondent shall be bound, upon the approval of the San Antonio City Council. All Contract documents are not binding on City until approved by the San Antonio City Attorney's office and the San Antonio City Council. No work shall commence on the subject Project until Respondent provides the necessary evidence of bonds and insurance required in City's General Conditions for City of San Antonio Construction Contracts and until City signs the Notice to Proceed. In the event the parties cannot negotiate within the time specified by City, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- E. This RFCSP does not commit City to enter to an agreement or award any services related to this RFCSP, nor does it obligate City to pay any costs incurred by Respondent in the preparation or submission of a response or in anticipation of a contract.
- F. City administers its design and construction management through an Internet-based management system. All vendors shall be required to use City's system and submit Project schedules as City dictates.
- G. **Conflicts of Interest:** Respondent acknowledges that it is informed that the Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract entered into with City or any City agency, such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: City officer or employee; his/her parent, child or spouse; a business entity in which he/she or his/her parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; or a business entity in which any individual or entity listed by Respondent is a Subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- H. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of City, as defined in Section 2-42 of City's Ethics Code. (Contracts Disclosure Form) – Instructions and web-link to electronic form are included in **Form 3** of RFCSP.
- I. **Independent Contractor:** Respondent understands, accepts and agrees, if selected, it and all persons designated by it to provide services in connection with a contract, is/are and shall be deemed to be an Independent Contractor(s), responsible for its/their respective acts or omissions, that City shall in no way be responsible for Respondent's actions and that none of the parties to this award shall have authority to bind the other or to hold out to third parties that it has such authority.
- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons or their agents who seek to contract for the sale or purchase of property, goods or services with City shall file a completed Conflict of Interest Questionnaire (hereafter referred as "CIQ"), with City Clerk not later than the seventh (7th) business day after the date that the person:
 - (1) begins contract discussions or negotiations with City; or
 - (2) submits to City an application, response to a request for proposal, offers, correspondence or another writing related to a potential agreement with City. The CIQ form is available from the Texas Ethics Commission at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

In addition to the CIQ form, City requires individuals to submit a CIQ Addendum. The CIQ Addendum is available from City: <http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>.

Completed CIQ forms and CIQ addendum forms may be mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. Respondent shall consult its own legal advisor if it has any questions regarding the statute, CIQ form or CIQ Addendum.

- K. All proposals become the property of City upon receipt and shall not be returned. Any information deemed to be confidential by Respondent clearly should be noted on the page(s) where confidential information is contained; however, City cannot guarantee that it shall not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law or pursuant to a Court order.
- L. Any cost or expense incurred by the Respondent associated with the preparation of its proposal, the Pre-Submittal Conference or during any phase of the selection process, if any, shall be borne solely by Respondent.
- M. **Solicitation Process Review:** If Respondent desires a review of the solicitation process followed by City, Respondent shall deliver a written request to the Director of Public Works within seven (7) calendar days from the date the Notice of Non-Selection was sent. When the Public Works Director receives a timely written request, the Public Works Director (or his/her designee) shall review Respondents concerns and City's solicitation process for legitimacy and procedural correctness. After performing a full review, the Public Works Director shall notify Respondent in writing of his/her determination.

N. **Debriefings:** In an effort to improve solicitation responses, Public Works is making available on its website a "Solicitation Response Tip List" that includes the top common items historically that "make or break" submissions to City. Providing this information prior to the due date of the proposal may provide Respondent with an opportunity to develop a better response for a solicitation. As a result of this up-front effort, each Respondent is entitled to one (1) debriefing per calendar year – available after the San Antonio City Council has made the award sought by Respondent – if Respondent:

- (a) is not the selected Respondent; and
- (b) has not been debriefed since January 1, 2020.

Once Respondent has been debriefed, it shall not be eligible for future debriefings within that calendar year. Any Respondent meeting the above criteria that desires an individual proposal debriefing shall deliver a written request to the Public Works Contract Services Division within seven (7) calendar days from the date a Notice of Non-Selection was sent.

O. City reserves the right to verify any and all information submitted by Respondents at any time during the solicitation/evaluation process.

P. Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.

Q. City reserves the right to contact any Respondent to negotiate a contract, if such action is deemed desirable by City.

R. TEXAS GOVERNMENT CODE §2270.002:

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If affirmation is found to be false, City may terminate the contract for material breach.

S. TEXAS GOVERNMENT CODE § 2252.152:

Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §2270.0201 or §2252.153 "Listed Companies". Consultant/Contractor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Consultant's/Contractor's certification. If found to be false, or if Consultant/Contractor is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

T. S.B. 943 – Disclosure Requirements for Certain Government Contracts.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFCSP and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFCSP or contract. City hereby relies on Respondent’s certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.